

**MEMO ENDORSED**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORKRECEIVED  
SDNY PRO SE OFFICE  
2022 NOV 10 PM 2:10Care D. Thomas

Write the full name of each plaintiff or petitioner.

Case No. 22 CV 05341

-against-

National Twitter HeadquartersTwitter Corporate Office

Write the full name of each defendant or respondent.

## NOTICE OF MOTION

to Recognize  
Corrections for objection  
portion of 11/9/22 motion  
by Plaintiff

PLEASE TAKE NOTICE that

Plaintiff  
plaintiff or defendantCare D. Thomas  
name of party who is making the motion

requests that the Court:

Recognize the corrections attached for submittal of 11/9/22  
for the portion ~~pertaining to~~ titled Objections  
The wrong draft was submitted. The defendants name represent  
Twitter Inc, ~~and~~ are offices of Twitter Inc. Also the Plaintiff ask  
the Court to Recognize that he is <sup>where</sup> stated "I", "My", "Myself", and "me", and or "Mine."

Briefly describe what you want the court to do. You should also include the Federal Rule(s) of Civil Procedure or the statute under which you are making the motion, if you know.

In support of this motion, I submit the following documents (check all that apply):

- ☐ a memorandum of law
- ☒ my own declaration, affirmation, or affidavit
- ☐ the following additional documents:

11/10/22  
DatedCare D. Thomas  
NameW. Fredrick C. F-308  
Signature

% 65-45 Parsons Blvd #1M Fresh Meadows, NY Domestic Republic  
Address City State Zip Code

347-262-3435  
Telephone Number (if available)Thomasinelectric@yahoo.com  
E-mail Address (if available)

*Corrections to objections to Pre-motion*

Nondisclosure is essentially misrepresentation through silence, meaning one party neglected to disclose a pertinent fact regarding the agreement. In the case of nondisclosure, courts will consider whether a party had a duty to disclose the information or if the other party could've easily accessed the same information another way.

Up until the suspension of my account i had no reason or need to explore, the layers and layers of pages one would need to search [as (I was in search of contact information), a task that was done out of necessity] that led to my discovery of twitters terms and conditions. One would've needed reason to search and find, have access to, and know of their existence and content outside of normal use and services. Which was unnecessary for me to do until those services were no longer available to me. Had I continued to have normal use and services, Twitters terms and conditions would still be unbeknownst to me because of the establishments failure the notify or disclose.

I did not agree to twitters terms and conditions concerning the granting of license by default or knowingly. My Twitter content isnt available globally, or nationally from its plaform or otherwise, nor am I given any services from the platform, and haven't been able to use them since February 19th 2022. Nonetheless the terms and condition that applied at the time was to Grant third parties such as Twitter's partners license to user's content. I have never permitted Twitter to use my content outside of the Twitter's platform as it is expected that your content can be liked, interacted with, stored, and shared throughout the platform. My Twitter account was opened in 2009, for any and all changes, Twitter has never presented them to me through my account or by any other means. I have never waived my rights at any time, during my use of Twitter's products and services, or any others.

Including but not limited to, my rights are as described: As can be confirmed with The federal, State, Local, and all other governments known and unknown to me within and outside of the United States of America; without prejudice, I have reserved my rights and with waiver of none under the performance of a contract. This fact has been publicly published and recognized since 2001 (including the vital record of my birth, and Passport), and applies to any terms, conditions, or agreement, whether written, unwritten, known and unknown to me, where I am included and or a party of the subject matter. And in the reservation of my rights, I do not, and have not agreed to any terms, or conditions by any means that would take away, reduce, omit, or divide my rights, entitlements, control, favor, freewill, privileges, wants, needs, wealth, powers, principles, opportunities, or properties outside of my purpose, agenda, causes, desires, intent, objectives, goals, or reasons that are not aligned to, and or with my utmost, full and complete satisfaction, comfort, peace, and happiness; past, future, and or present; perpetually within and or throughout any universe, and or reality known and unknown.

It is the responsibility of Twitter to make sure they disclose and communicate all terms, conditions, and policies to all parties that may be effected by them. I assert that Twitter failed to do so, and as a result making any part of the contract that I did not agree to weather or not disclosed, understood, and or not mutually agreed, non enforcible. Proof of not being notified, presented with, and or agreeing to the terms and conditions of twitters policy which give them a license to use for any other reason outside of replies, comments, medias, likes, shares, data archive storage, and certain analysis of data that was accessible to each tweet by the user can be shown in my request for my data, and intellectual properties and in my declaration of rights stated in my Twitter's archives and content which were publicly posted. This is further

supported by the several months of arguments and complaints of others using my content without my permission. My complaint of some of the said offending parties did so while knowing I did not want them to, especially after posting their names and specifically stating so. Some of the alleged offending parties whom were specifically mentioned, are executive board members in the company belonging to the previous owner and CEO of twitter and now collaborator of twitter under its new ownship. An area that specifically stood out to me in my discovery of their terms and conditions was the matter of using users content as it pertains to any that I do not and have not agreed as stated. I don't agree to them and I never have.

Twitter is contradictory in their own terms of service concerning the rules and regulations in which are permitted compared to those which aren't. Twitter even expresses themselves their own contradictions where if it werent for certain implementation act upon, content would be against the rules in which an account could be penalized, and permanently banned. When my account was first suspended I argued repeatedly that my account was hacked and I had not done the actions in which I was accused intentionally. I did admit to using voice to text features on my device to make Twitter post and I also have gone through personal and private rants concerning matters and those who have offended me, my family, and my properties, and if that material was posted by the manipulation of my phone's features then it was likely the result of hacking however the statement made would not have been far from my personal and private expressions describing how I felt about the violations in which I was being subjected to concerning my intellectual properties, as it was a therapeutic way to deal with the emotional distress caused by offending parties. My normal therapy is making my music via vocal instrumentation as I have done all my life. I posted how my beatbox have helped me deal with stress, and how it was a natural talent and God given healing medicine for me mentally, emotionally, physically, etc. That was intentionally taken from me to cause harm when my music was violated, altered, use without my permission and in ways that was outside of my ethics and morals. The injuries I suffer are continuous as justice have yet to be served, and offending parties continue to use, profit, and associate my intellectual properties with things, and people that disturb my peace, comfort, happiness, and satisfaction and the past, present, and in the future. As a result, my reactions have been negative, naturally and rightfully so. This can be seem in my character before and after the alleged offenses on my intellectual properties.

I do not deny the likeliness of saying what was expressed in the said offending post in which my account was said to have been suspended, because it's definitely something I would say, however it was not something I would have posted publicly and or intentionally. An employer from Twitter who was a whistleblower expressed details of how Twitter employees hacked and had access to data, content and information that belonged to users, and it was accessed to them through Twitter. It came to a point where I no longer argued for the rightfully restoration of my account based on Twitter's hacking potential, and Twitter's discrimination, prejudice, bias, exemptions, and or exceptions based on who they did, and just simply did not want to use, or have access to their platform. I then expressed that I would pursue litigations for the property that belonged to me and all of its derivatives in whole or part and whether altered or not.

Nonetheless according to Twitter's terms conditions and policies even suspended accounts are entitled to their data archive, and within this submittal is proof that Twitter in fact, upon request issues, release, provide, give, and or render said requested property. Contrary to what the defendants may lead the court to believe, present and past users (as can be specifically noted in their terms conditions and policy that specifically includes suspended accounts) are entitled

to their data archive upon request outside of subpoenas, however there is also a process in which can be taking for government 3rd parties, or attorney's, I am a ProSe litigant. And outside of reasons for lawsuits I simply want my properties.

Whether or not a legal matter is involved, Twitter has admitted to having my property that they have admitted and acknowledge rightfully belongs to me the Creator and owner of the content who have complete full rights over them, myself. This portion of the terms and conditions I absolutely agree with reservation of all my rights previously stated.

I am the Creator and owner of all of my content, and I want them for whatever reason that I decide to use them for which is included but not limited to present and future lawsuits, proof of prior art for the United States, patenting's office, historical archives, and applications to the Nobel Peace Prize. It does not matter if I just wanted to put them in my pocket. They have my properties and because they still possess my properties after my request of them it is a matter including but not limited to theft which warrants search, seizures, and or arrest.

I have went through the procedures in order to obtain my intellectual properties many times and in response to one of those requests Twitter act on the request by sending me a link in my email. The link was defective. I couldn't retrieve my properties at all. When I notified them again I was sent an email instructing me to make another request in order for them to cure the problem and I did so and have been doing so for months even after expressing that litigation may be the only resolution and that was the route I would be taking. This was before the Elon Musk and Twitter merger in April. There was no way to know when exactly Mr. Musk would be taking over Twitter nonetheless the parties were served on October 17th which was before Mr Musk took ownership. The merger between Mr Musk and Twitter consist of the disclosure of all possible or known litigations, and because of the actions that had taken place prior, the merger should not be valid. The course of this lawsuit has routed to specifically getting the plaintiff's property from Twitter and though it may be necessary to amend my complaint, the facts remain the same. This court has jurisdiction because of federal question and diversity. The national Twitter headquarters is a corporate office of Twitter. And in the name itself it handles Twitter matters and operations on a national level and is a corporate office of Twitter and their office is located in New York. Twitter has office in New York called Twitter Inc New York City and according to the prerequisites of jurisdiction the New York courts have jurisdiction over this case. The representative of the defendants is also located in New York.

Twitter and general have terms and conditions and policies that relate to its users yet the defendants claim that there are no contracts and would like to move the case to California based on terms of service contracts. Again I have not entered or agreed upon any contract term or service except as previously stated. Because of obvious agreements that is expressed with posting content, sharing content, liking content, replying to content, viewing analysis for each tweet in which were made by analytical tools accessible to users tweets, and by the users to analyzing the content, and storing content that could be retrieve upon request, mutual agreements were made and those agreements work in conjunction with Twitter policies.

Therefore a breach of contract can be observed in Twitter's reluctance, refusal, and withholding of the plaintiff's content in which he owns and created whether or not he did so intentionally or non-intentionally.

The fact Still Remains that Mr musk himself have infringed on the plaintiffs intellectual property



prior to the initial talks of his ownership of Twitter in 2001. And the fact Still Remains that after the plaintiff notify the court of the defective links to his data archive content has been deleted from his data archive by those other than himself as it also is a fact that he had absolutely no access to delete his own content. According to Twitter's policy, terms and conditions, Twitter does not delete content. Because damages have been made to the plaintiff's intellectual, is a responsibility of liability on the defendant including all of the damages due to the injury and neglect to give the plaintiff his property before for the damages occurred as they had already been notified. The Damages be observed immediately observed by the number of tweets that were accredited to the plaintiff's Twitter account before and immediately after suspension compared to after the plaintiff disclosed details of the corrupted file retrieved before the suspension, and requested a subpoena for the data. Tweets were deleted from the account, as the Twitter account now currently show a lesser value, the plaintiff as absolutely no access to have done this himself.

For further clarification in response to the defendants pre motion, when an account is suspended the account owner can look as far back to 3200 tweets prior to the suspension. Though the plaintiff could view back 3200 tweets prior initially when his account was suspended, the 3200 tweets are no longer available for the plaintiff to view, and that's what was meant by saying "less accessible" in that specific regard because the 3200 tweets prior are not available to the plaintiff is it initially was.

By not giving the plaintiff the intellectual property he created and owns Twitter has in fact deprived the plaintiff his property upon his request. As mutually agreed previously, solidifying a contract. Which can also be shown in current emails to the plaintiff by Twitter.

The plaintiffs Twitter account is @Zay\_Cipher

The plaintiff did not receive his undamaged and entire data archive from the day he engaged with the platform to February 20th.

#### Replevin

1. An action seeking return of personal property wrongfully taken or held by the defendant. Rules on replevin actions vary by jurisdiction. See State Civil Procedure Rules; Rule 64 of the Federal Rules of Civil Procedure. Creditors use replevin actions to recover collateral when debtors default on secured loans. For example, a bank might file a replevin action against a borrower to repossess the borrower's car after he missed too many payments. See Debtor and Creditor Law.

2. A writ authorizing the retaking of property by its rightful owner (i.e., the remedy sought by replevin actions). Replevin may be ordered as a final judgment, or in some jurisdictions, as a provisional remedy.

You can file a conversion suit to reclaim the value of your property when someone else, without your consent, either damages or fails to return it. You can also sue for negligence or other cause of action as it fits your case.

Some supporting documents are attached with this motion. Also the plaintiff has removed defendants from this case for reasons motioned and granted.

The Court is in receipt of the above letter and construes it as Plaintiff's response to Defendant Twitter's pre-motion letter (Dkt. #10). The parties should be prepared to discuss Twitter's pre-motion letter, Plaintiff's above response, and Twitter's anticipated motion to dismiss at the telephonic conference scheduled for **January 18, 2023**, at 4:00 p.m. (See Dkt. #12). As a reminder, the parties may join that call by dialing (888) 363-4749 and entering access code 5123533.

The Clerk of Court is directed to terminate the motion at docket entry 16. The Clerk of Court is also directed to mail a copy of this endorsement to Plaintiff at:

Caze D. Thomas  
c/o 65-45 Parsons Blvd. #1M  
Fresh Meadows, New York 11365

Dated: November 14, 2022  
New York, New York

SO ORDERED.

A handwritten signature in blue ink, reading "Katherine Polk Failla".

HON. KATHERINE POLK FAILLA  
UNITED STATES DISTRICT JUDGE